

# CortiCare CortiCap Standard Terms and Conditions

## Ordering

We make every effort to process and ship orders as quickly as possible. Orders are typically processed within 48 hours of receipt with an order confirmation sent to the ordering party.

To place an order,

- **Download the CortiCap Products Order Form** from [corticare.com/corticap](http://corticare.com/corticap), complete and submit by email to [customerservice@corticare.com](mailto:customerservice@corticare.com)
- Attach your P.O. if needed
- Visit [corticare.com/estore](http://corticare.com/estore) to place your online order.
- Call 888.482.2334 ext. 2277 (CAPS)

CortiCare products are currently available for sale in the United States only.

## Products

CortiCare sells and distributes electrodes and accessories from several manufacturers ("Products"), Federal law in the United States restricts sale, distribution, or use of these products to, by, or on the order of a licensed medical practitioner. Product trademarks are the property of their respective owners.

## Shipping

We ship all orders via FedEx Ground. Please let us know if you need faster delivery. Shipping charges will be added to your invoice. You may elect to provide your FedEx account number and have shipping charged to that account.

FedEx requires the following information to ensure that orders are received in a timely manner:

- Phone Number
- Address classification [residential or commercial]
- Note: FedEx does not ship to PO Boxes

## Prices

Any price lists or price indications are subject to alteration at any time. Unless otherwise stated on the attached invoice by CortiCare, all prices are in US Dollars and exclude the costs of delivery and taxes (including sales tax). All taxes payable will be charged to the Customer's account at the date of invoice unless an approved tax exemption certificate or tax accreditation number is provided.

## Offer and Acceptance

Any order placed by Customer is expressly limited to and governed by these Terms and Conditions ("Agreement"). Customer's submission of an order to CortiCare shall constitute Customer's agreement to and acceptance of these Terms and Conditions.

## Customer Credit Account Requirements

Customers submitting orders with a purchase order are required to have an approved customer account with CortiCare. Contact [estore@corticare.com](mailto:estore@corticare.com) to request a Credit Account Application.

## Purchase Orders

Any terms stated in, or otherwise provided in connection with, a Customer purchase order ("Purchase Order") that are in addition to or conflict with this Agreement shall have no force or effect.

## Delivery

Unless otherwise stated on the front of the invoice, Buyer shall be responsible for all freight, insurance, and other costs related to transport of the Products from CortiCare's warehouse, and Buyer shall bear all risk of loss or damage from that point. Buyer shall promptly notify CortiCare, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give such notice within such time shall be deemed an acceptance in full of any delivery. CortiCare shall not be liable for any shipment delays beyond the reasonable control of CortiCare which affect CortiCare or any of CortiCare's suppliers, including, but not limited to, delays caused by natural disasters, acts of war, acts or omissions of Buyer, fire, strike, riot, governmental interference, unavailability or shortage of materials, labor, fuel, or power through normal commercial channels at customary and reasonable rates, or transport failures.

## Payment

Unless otherwise agreed, payment of invoices for purchase orders is due 30 (thirty) days after receipt. CortiCare, at its discretion, may require reasonable advance assurances of payment. Payment by credit/debit card is acceptable. A 3% transaction fee will be added to all credit/debit card transactions. All unpaid invoices shall bear interest at an amount equal to 1% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less) commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods, and termination of any one or more sales agreements. CortiCare retains (and Buyer grants to CortiCare by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales

agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest and authorizes CortiCare to execute and file financing statements or other necessary documents to perfect and continue such security interest. In the event that a sales invoice shall be placed by CortiCare in the hands of an attorney for the purpose of collection or for the purpose of enforcing CortiCare's security interest in the Products, Buyer agrees to pay any and all costs associated with such placement, including without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial. The amount due CortiCare is contracted in U.S. Dollars and payment in U.S. Dollars is of the essence.

## Taxes

Prices and fees stated for Products do not include any taxes. Customer shall pay when due any applicable sales or other taxes and related interest and penalties arising from Customer's acquisition or possession of the Products. If Buyer is tax-exempt, a current tax-exempt certificate must be provided to CortiCare by email attachment to [estore@corticare.com](mailto:estore@corticare.com) to be maintained with the Buyer's account.

## Instructions for Use

CortiCare will provide to the Customer for Customer's internal use a link to a downloadable PDF file of the current Instructions for Use ("IFU") for each Product.

## Restriction on Use of Products

Customer shall use each Product only: (i) for Customer's internal use; (ii) in the manner described in the Product's IFU; (iii) in accordance with applicable laws and regulations and (iv) shall not export or re-export Products in violation of applicable export regulations.

## Returns

No returns will be accepted without pre-authorization and returns may be subject to a restocking fee. For questions regarding a return please contact us at [estore@corticare.com](mailto:estore@corticare.com).

## Warranty

CortiCare warrants that the Products shall be new and of good quality and free from defects in material and workmanship for a period of twelve months from the date of delivery. In the event any of the Products are found to be defective during such period, CortiCare will, at its option, repair or replace the defective Product or refund the purchase price attributable thereto.

EXCEPT AS PROVIDED ABOVE, CORTICARE MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE PRODUCTS AND IT HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CORTICARE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSSES OR DAMAGES, INCLUDING THOSE RESULTING FROM THE PRODUCTS, THEIR DELIVERY, OR THEIR USE.

## Limitation of Liability

CortiCare shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with the products, including, but not limited to, damages for lost profits, loss of use, or for any damages or sums paid by buyer to third parties, even if CortiCare has been advised of the possibility of such damages.

CAUTION!! Federal Law restricts this device to sale by or on the order of a practitioner licensed by the Law of the State in which he/she practices.

## Trademarks

CortiCare is a registered trademark of CortiCare, Inc.  
Greentek is a registered trademark of Wuhan Greentek Pty Ltd



CortiCare, Inc.  
5901 Priestly Drive, Suite 306  
Carlsbad, CA 92008